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22 JOSE SALCIDO

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **FOR THE COUNTY OF LOS ANGELES**

25 JOSE SALCIDO, as an individual and on behalf  
26 of all others similarly situated,

27 Plaintiff,

28 vs.

ELECTRO ADAPTER, INC., a California  
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV30141

*[Assigned for all purposes to the Hon. Daniel J.  
Buckley, Dept. SSC-1]*

**DECLARATION OF PLAINTIFF JOSE  
SALCIDO IN SUPPORT OF MOTION FOR  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: April 26, 2023

Time: 10:30 a.m.

Dept.: SSC-1

Action Filed: September 2, 2021

Trial Date: None Set

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1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement ("Settlement") in this case. I have personal knowledge of the facts stated in this declaration and could testify truthfully to them if called upon to do so.

2. I was employed by Defendant Electro Adapter, Inc. (hereinafter referred to as “Electro Adapter” or “Defendant”) as an hourly, non-exempt employee from approximately 1971 through approximately April 23, 2020. Also, during my employment with Electro Adapter, I, along with the other hourly, non-exempt employees, were required to follow Electro Adapter’s wage and hour policies and practices.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by Electro Adapter and the bell signaling system, my meal breaks were often late, short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks as Electro Adapter did not authorize and permit me to take a third rest break on my shifts over 10.0 hours. Despite all of this, I was not paid meal period or rest period premiums.

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on August 16, 2022 and throughout the settlement process.

1           7.       At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit  
2 my former co-workers and current employees of Electro Adapter by helping them recover money owed  
3 to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees  
4 would not have to take on. For example, I knew that there was a risk that I could be liable for Electro  
5 Adapter's costs if we lost the case. Even though I understood that joining a lawsuit is a public record  
6 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit  
7 of other employees of Schumacher because I wanted Electro Adapter to pay its current and former  
8 employees for all unpaid wages according to the law and face consequences for not doing so.

9           8.       I have been actively involved in this case since joining this lawsuit. Without revealing  
10 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on  
11 numerous occasions. I estimate that I have spent approximately 7-10 hours meeting with my lawyers  
12 concerning the case and my responsibilities as a class representative, which included, among other  
13 things, gathering various employment and non-employment related documents for use in the lawsuit,  
14 reviewing documents with my lawyers and answering their questions, answering follow up questions  
15 and providing guidance regarding Electro Adapter's timekeeping, break schedules, bell signaling  
16 system, and other policies and procedures that Electro Adapter required me and the hourly employees  
17 to follow, and helping develop a strategy as to what documents/information to obtain from Electro  
18 Adapter. In connection with the settlement in this case, I spent over 1 hour reviewing the settlement  
19 agreement and discussing the agreement and approval process with my attorneys. I made sure to ask  
20 my lawyers any questions I had about the terms of the settlement agreement because I wanted to  
21 understand everything before I signed it.

22           9.       As part of the proposed Settlement, I have also agreed to a full general release of claims  
23 related to my employment with Electro Adapter that extends beyond the release of claims applicable  
24 to members of the Class as defined in the Settlement. I understand that this includes all claims, whether  
25 known or unknown, under federal, state, or local law against Electro Adapter.

26           10.      I believe my claims are typical of the members of the Class because they were required  
27 to follow the same policies and procedures I was required to follow when I worked for Electro Adapter.  
28 I believe Electro Adapter's policies and procedures were the same for all hourly employees in

1 California. Since the same policies and procedures applies to myself and the other hourly, non-exempt  
2 employees, I believe they were not paid for all wages earned, did not receive all meal and rest periods,  
3 did not receive accurate wage statements, and were not paid all wages owed upon separation of  
4 employment.

5 11. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt  
6 employees. I understand that as the proposed class representative, I am responsible for representing  
7 the interests of all members of the class in litigation to recover money damages for the Class and I  
8 consider the interests of the Class and put the interests of the Class before my own interests.

9 12. I understand that my attorneys will request that the Court award me Service Payment of  
10 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Payment is not  
11 contingent upon me supporting the proposed Settlement.

12 I have reviewed this written statement and fully understand all of its contents. I declare under  
13 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

14 Executed on 11-09, 2022 at Sylmar California.

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17 JOSE SALCIDO